EXHIBIT

SUPPLEMENTAL AGREEMENT NO. 1 TO "CITY OF ROUND ROCK AGREEMENT FOR THE PURCHASE OF AUTO PARTS WITH GENUINE PARTS COMPANY (DBA "NAPA AUTO PARTS")

| CITY OF ROUND ROCK | § | |
|----------------------|---|-----------------------------|
| | § | |
| STATE OF TEXAS | § | KNOW ALL BY THESE PRESENTS: |
| | § | |
| COUNTY OF TRAVIS | § | |
| COUNTY OF WILLIAMSON | § | |

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for the Purchase of Auto Parts with Genuine Parts Company (dba "Napa Auto Parts")," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality, located at 221 East Main Street, Round Rock, Texas 78664, hereinafter called the "City" and Genuine Parts Company, hereinafter called "Vendor," with offices located at 2999 Wildwood Parkway, Atlanta, Georgia 30339.

WHEREAS, the City and Vendor previously executed the referenced "Agreement for the Purchase of Auto Parts," hereinafter called the "Agreement," on February 14, 2019 by Resolution No. R-2019-0091; and

WHEREAS, the Vendor's Sourcewell Cooperative Contract No. 062916 was to expire on September 6, 2020, but has been extended by National Joint Powers Alliance ("NJPA") for an additional twelve (12) months; and

WHEREAS, the City now desires to extend the term of its Agreement to September 6, 2021, and increase the Contract Amount by an additional \$150,000.00 for the extended term of the Agreement; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Vendor agree that said Agreement is amended and supplemented as follows:

I.

Section 2.01, Effective Date; Term, shall be amended as follows:

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement shall be from the effective date of the Agreement until September 6, 2021. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

II.

Section 5.01, Costs, shall be amended as follows:

5.01 COSTS

- A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit "A."
- B. The City shall be authorized to pay the Vendor an amount not to exceed *One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)* per year for a total not-to-exceed amount of *Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)* for the term of this Agreement.

III.

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the City and Vendor have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

| CITY OF ROUND ROCK, TEXAS | GENUINE PARTS COMPANY |
|---------------------------------------|--|
| By: Printed Name: Title: Date Signed: | By: Printed Name: Jett Kuntz Title: Vice President Fleet/Government/IBS Date Signed: 8/31/2020 |
| ATTEST: | |
| By: Sara L. White, City Clerk | |
| FOR CITY, APPROVED AS TO FORM: | |
| By: Stephan L. Sheets, City Attorney | |